

WVHIN PARTICIPATION AGREEMENT

West Virginia Health Information Network Health Information Exchange Participation Agreement

This Participation Agreement (this "Agreement") is made and entered into as of the Effective Date defined below, between the West Virginia Health Information Network, with a principal place of business located at 100 Dee Drive, Charleston, West Virginia 25311 ("WVHIN"), and the following Participating Organization:

Participating Organization: _____

Type of Entity: _____
(corporation, individual, etc.)

Participant Type:
Check ALL that apply:

- ☐ Full Service
- ☐ Data User
- ☐ Data Supplier
- ☐ WVDirect
- ☐ WV e-Directive Registry

Contact/Site Administrator: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

IN CONSIDERATION of the mutual conditions, promises, and covenants contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the WVHIN and the Participating Organization agree as follows:

1. Background. The WVHIN is a public-private partnership created by the West Virginia Legislature to develop and operate a statewide Health Information Exchange that provides for the secure exchange of Protected Health Information. The Participant desires to enroll in the WVHIN's Health Information Exchange to improve the quality, efficiency, and cost-effectiveness of its health care delivery in West Virginia, all in accordance with this Agreement, the Terms and Conditions contained in the respective attachments to this Agreement,

and the WVHIN's Policies and Procedures, all of which are incorporated by reference herein in their entirety.

2. Terms and Conditions. The term of this Agreement shall start on the Effective Date. The Effective Date shall be the last date on which either the WVHIN or the Participant signs this Agreement. This Agreement shall continue in effect until terminated as described in the Terms and Conditions contained in this Agreement.

3. Participating Organization Activity. A Participating Organization, based on its registered Participant Type, may enroll in the Health Information Exchange, subject to this Agreement and its corresponding attachments and any addenda as may be applicable. A Participating Organization may disclose, exchange, and use Protected Health Information only for a Permissible Purpose through the Health Information Exchange. A Participating Organization may access and use Patient advance directive forms, Physicians Orders for Scope of Treatment (POST) forms, and do not resuscitate cards by subscribing to the WV e-Directive Registry. A Participating Organization may also disclose, exchange, and use Protected Health Information by subscribing to WVDirect, which is secure electronic messaging platform operated as a separate service from the Health Information Exchange.

4. Participating Organization-Full Service. A Full Service Participant is a Data User and a Data Supplier and may disclose, exchange, and use Protected Health Information for a Permissible Purpose through the Health Information Exchange. A Full Service Participant may also access and use Patient advance directive forms, Physicians Orders for Scope of Treatment (POST) forms, and do not resuscitate through WV e-Directive Registry. A Full Service Participant shall subscribe separately to WVDirect. This Agreement includes and incorporates by reference:

- 4.1 Attachment A1 [Terms and Conditions];
- 4.2 Attachment B [Glossary];
- 4.3 Attachment C [Business Associate Agreement];
- 4.4 Attachment D [Security Requirements];
- 4.5 Attachment E [Health Information Fees];
- 4.6 Any project addenda attached to this Agreement and signed by the WVHIN and the Full Service Participant; and
- 4.7 WVHIN Policies and Procedures found at: www.wvhin.org

If a Participant has chosen to enroll as a Full Service Participant and has made such selection on page one of this Agreement then Paragraphs 5, 6, and 8 are not applicable. Paragraph 7 is applicable as the Full Service Participant is a subscriber to WVDirect and will enter into a WVDirect Subscription Agreement with the WVHIN.

5. Participating Organization-Data User. A Participant enrolled as a Data User will access, receive, and use Protected Health Information for a Permissible Purpose. Examples of the Protected Health Information that may be accessed through the WVHIN portal include receiving lab results or accessing radiology reports. A Data User may also access and use Patient advance directive forms, Physicians Orders for Scope of Treatment (POST) forms, and

do not resuscitate through WV e-Directive Registry. A Data User does not disclose Protected Health Information to the Health Information Exchange. A Data User shall subscribe separately to WVDirect. This Agreement includes and incorporates by reference:

- 5.1 Attachment A2 [Terms and Conditions];
- 5.2 Attachment B [Glossary];
- 5.3 Attachment C [Business Associate Agreement];
- 5.4 Attachment D [Security Requirements];
- 5.5 Attachment E [Health Information Fees];
- 5.6 Any project addenda attached to this Agreement and signed by the WVHIN and the Data User Participant; and
- 5.7 WVHIN Policies and Procedures found at: www.wvhin.org

If a Participant has chosen to enroll as a Data User and has made such selection on page one of this Agreement then Paragraphs 4, 6 and 8 are not applicable. Paragraph 7 is applicable as the Data User is a subscriber to WVDirect and will enter into a WVDirect Subscription Agreement with the WVHIN.

6. Participating Organization-Data Supplier. A Participant enrolled as a Data Supplier makes or will disclose Protected Health Information to the Health Information Exchange, which can then be exchanged and used by any Full Service Participant or Data User for a Permissible Purpose. Examples of a Data Supplier may include, but is not limited to, a health plan, governmental agency, or other entity that makes Protected Health Information available for access through the Health Information Exchange. A Data Supplier does not access and use Protected Health Information from the Health Information Exchange. A Data Supplier may also subscribe to the WV e-Directive Registry and/or WVDirect. This Agreement includes and incorporates by reference:

- 6.1 Attachment A3 [Terms and Conditions];
- 6.2 Attachment B [Glossary];
- 6.3 Attachment C [Business Associate Agreement];
- 6.4 Attachment D [Security Requirements];
- 6.5 Attachment F [Data Submission and System Requirements];
- 6.7 Any project addenda attached to this Agreement and signed by the WVHIN and the Data Supplier Participant; and
- 6.8 WVHIN Policies and Procedures found at: www.wvhin.org

If a Participant has chosen to register as a Data Supplier and has made such selection on page one of this Agreement then Paragraphs 4 and 5 are not applicable. Paragraph 7 is applicable to the extent that a Data Supplier subscribes to WVDirect and enters into a WVDirect Subscription Agreement with the WVHIN. Paragraph 8 is applicable if the Data Supplier subscribes to and enters into an e-Directive Registry Subscription Agreement with the WVHIN.

7. WVDirect. Any Participant may register to utilize the WVDirect service. WVDirect is a service that enables simple, secure electronic transmission of Protected Health

Information directly between two authorized WVDirect subscribers. This includes communication of summary care records, referrals, discharge summaries, and other clinical documents. WVDirect's messaging platform is operated as a separate service from the Health Information Exchange. This Agreement includes and incorporates by reference:

- 7.1 Attachment A4 [Subscription Agreement];
- 7.2 Attachment C [Business Associate Agreement];
- 7.3 Any project addenda attached to this Agreement and signed by the WVHIN and the WV Direct Subscriber; and
- 7.4 WVHIN Policies and Procedures found at: www.wvhin.org

If a Participant has chosen to subscribe separately to the WVDirect service and has made such selection on page one of this Agreement then this Paragraph 7 is applicable.

8. WV e-Directive Registry. Participants may separately register to utilize the WV e-Directive Registry. Separate registration is not required for Full Service or Data User Participants, however. The WV e-Directive Registry is a service that provides Health Care Providers access to Patient advance directive forms, Physician Orders for Scope of Treatment (POST) forms, and do not resuscitate cards. This Agreement includes and incorporates by reference:

- 8.1 Attachment A5 [WV e-Directive Registry Subscription Agreement];
- 8.2 Attachment C [Business Associate Agreement]
- 8.3 Any project addenda attached to this Agreement and signed by the WVHIN and the WV e-Directive Registry enrollee; and
- 8.4 WVHIN Policies and Procedures found at: www.wvhin.org

If a Participant has chosen to subscribe to the WV e-Directive Registry and has made such selection on page one of this Agreement then this Paragraph 8 is applicable.

[SIGNATURE PAGE FOLLOWS]

By signing this Agreement, the undersigned represents that he or she has received and read this Agreement, and its corresponding attachments, as well as the WVHIN's Policies and Procedures, and that he or she is authorized to sign this Agreement on behalf of the identified Participant.

WEST VIRGINIA HEALTH INFORMATION NETWORK

By:_____

Name:_____

Title:_____

Date:_____

PARTICIPATING ORGANIZATION

By:_____

Name:_____

Title:_____

Date:_____